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REQUEST FOR STANDING OFFER (RFSO)

For

STAFFING AGENCIES TO PROVIDE PERSONNEL RECRUITING SERVICES

Request for Standing Offer No.:	RFSO-000166
Issued:	August 18, 2020
Submission Deadline:	September 24, 2020 at 11:00 a.m. Ottawa local time
Address Inquiries to RFSO Contact:	Daniela C. Michaud
Email RFSO Contact:	dcmichau@cmhc-schl.gc.ca

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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFSO

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development.

CMHC has approximately 2,000 employees located at its National Office in Ottawa, and at various business centres throughout Canada.

With this Request for Standing Offer (“RFSO”) Canada Mortgage and Housing Corporation (“CMHC”) is seeking prospective respondents to qualify in accordance with the evaluation process outlined in *Part 2 – Evaluation and Selection* for eligibility to provide personnel recruiting services in two (2) categories and as further described below and in Appendix C.

Respondents may submit responses for any or all of these categories, and depending on the results of the evaluation, respondents may be selected to be listed in more than one category:

Category 1: Temporary Help Services
Category 2: Employee Search Services

With the completed RFSO process, CMHC will issue contract(s) (“Call-up(s)”) against the resulting Master Agreement detailing the exact level of services they wish to order at a particular time during the effective period of the Master Agreement. Please refer to Sections *1.3 – Master Agreement* and *1.4 Call-up Process* below.

1.2 RFSO CONTACT

For the purposes of this procurement process, the “RFSO Contact” will be:

Daniela C. Michaud, Senior Officer Procurement
dcmichau@cmhc-schl.gc.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, appointed officials or other representatives of CMHC, other than the RFSO Contact, concerning matters regarding this RFSO. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 MASTER AGREEMENT

Selected respondents will be invited to enter into a Standing Offer (“SO”) in the form set out in Appendix D (the “Master Agreement”), which will govern the potential subsequent provision of the scope of work and deliverables (collectively the “Deliverables”) pursuant to the second stage process (“Call-up Process”). The term of the Master Agreement is to be for a period of five (5) years. Selected respondents who have signed the Master Agreement are hereinafter referred to as the “SO Holder”.

1.4 CALL-UP PROCESS

Call-ups will be made by CMHC under the SO Master Agreement and must be for Deliverables included in the SO Master Agreement at the prices and in accordance with the terms and conditions specified in the SO Master Agreement. CMHC does not guarantee that any selected SO Holder will be awarded a Call-up. Call-up(s) may be issued on an as-and-when required basis as per the following:

1. Direct Call-up(s)

CMHC may issue a direct Call-up to any SO Holder up to CAD\$100,000.00 total contract value (service fees including all applicable taxes and travel expenses). The SO Holder must not perform any work or services in response to Call-ups which would cause the total cost to CMHC to exceed the said sum, unless an increase is pre-authorized by CMHC.

2. Rotational basis

For any contract values above CAD\$100,001.00 (service fees including all applicable taxes and travel expenses) CMHC may issue Call-Ups on a rotational basis based on i) the SO Holder's expertise and experience; ii) urgency and/or availability to deliver on-time; iii) cost; iv) security requirements and so on.

1.5 RFSO TIMETABLE

Issue Date of RFSO	August 18, 2020
Deadline for Questions	August 25, 2020 at 02:00 pm Ottawa local time
Deadline for Issuing Addenda	September 9, 2020
Submission Deadline	September 24, 2020 at 11:00 am Ottawa local time
Evaluation Deadline	November 2020
Anticipated Execution of Master Agreement	November 2020

The RFSO timetable is tentative only and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

1.6 SUBMISSION OF RESPONSES

1.6.1 Procurement Business Number

CMHC utilizes the Supplier Registration Information (SRI) database maintained by Public Works and Government Services Canada as the Official CMHC source list. All respondents must be registered with Public Works and Government Services Canada prior to submitting a response. The Procurement Business Number (PBN) provided by this registration must be included with the respondent's response. If respondents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.6.2 Responses to be submitted at the prescribed location

Response submissions must be emailed to CMHC's electronic bid submission system (EBID) to the address indicated below:

Email Address: EBID@cmhc-schl.gc.ca

Responses sent to any other e-mail address will not be considered.

Please be advised that EBID has a size limitation of 10 MB. Respondents may submit their response in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email.

Upon receipt of responses an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that respondents follow up with the RFSO Contact should they not receive said confirmation within 30 minutes of submission.

1.6.3 Responses to be submitted on time

Responses must be submitted at the location set out above and on or before the submission deadline

September 24, 2020 at 11:00 a.m. Ottawa local time

Responses submitted after the submission deadline will be rejected. CMHC does not accept any responsibility for responses delivered to any other location or by any other means by the respondent. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk. Responses will be deemed to be received when they enter into CMHC's EBID system and CMHC accepts no responsibility for responses sent prior to the deadline that fail to enter into CMHC's EBID system by the deadline.

1.6.4 Responses to be submitted in prescribed manner

Respondents must submit their response to the address provided under Section 1.6.2. Responses are to be prominently marked with the **RFSO title and number** (see RFSO cover) **in the subject line**, and with the full legal name and return address of the respondent in the body of the email.

Individual files to be submitted in Microsoft or pdf format and named in the order as follows:

Respondent name + RFSO # + Category #

Note: Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

1.6.5 Amendment of responses

Respondents may amend their responses prior to the submission deadline by submitting the amendment by email prominently marked with the RFSO title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.6.6 Withdrawal of responses

At any time throughout the RFSO process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSO Contact and must be signed by an authorized representative of the respondent. CMHC is under no obligation to return withdrawn responses.

1.6.7 Validity period of responses

It is a deemed condition of every response that the terms of the response including all terms relating to pricing, shall remain valid and binding on the respondent for the duration of the RFSO process.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 STAGES OF EVALUATION

CMHC will conduct the evaluation of responses in the following three (3) stages:

2.2.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. The mandatory submission requirements are set out in Section G of the RFSO Specifications (Appendix C). Only respondents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

Stage II will consist of the following two sub-stages:

A. Mandatory technical requirements

CMHC will review the responses to determine whether the mandatory technical requirements set out in Section D of the RFSO Specifications (Appendix C) have been met. Questions or queries on the part of CMHC as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Only respondents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. Rated criteria

CMHC will evaluate each qualified response on the basis of the rated criteria as set out in Section J of the RFSO Specifications (Appendix C).

2.1.3 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

2.2 RANKING AND SELECTION

Based on the evaluation of the responses in Stage II and III, the **top-ranked respondents per category** will be selected to enter into a Master Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential Call-up Processes for the procurement of the Deliverables.

Category 1: Temporary Help Services: up to ten (10) respondents
Category 2: Employee Search Services: up to fifteen (15) respondents

In the event of a tie in the eligible rankings, both respondents will be selected. The qualified respondents will be ranked in descending order by total score achieved combining the scores of Stage II and Stage III.

2.3 NOTIFICATION OF TOP-RANKED RESPONDENTS

The top-ranked respondents selected by CMHC to enter into the Master Agreement in accordance with the process set out in *Part 2 – Evaluation and Selection* will be so notified by CMHC in writing.

Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section I of the RFSO Specifications (Appendix C) and to enter into the Master Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

2.4 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the evaluation team in the scoring process:

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the respondent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	<u>Above average description</u> provided of the respondent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Very Good
5-6	<u>Average description</u> provided of the respondent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the respondent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the respondent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the respondent's ability to meet the criteria.	No Response

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing which will be evaluated as described in Appendix B.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSO PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 Respondents to follow instructions

Respondents should structure their responses in accordance with the instructions in this RFSO. Where information is requested in this RFSO, any response made in a response should reference the applicable section numbers of this RFSO.

3.1.2 Responses in either official language

The respondent's response may be submitted in English or French.

3.1.3 No incorporation by reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and past performance

In the evaluation process, CMHC may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CMHC or other institutions.

3.1.5 Information in RFSO only an estimate

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSO or issued by way of addenda. Any quantities shown or data contained in this RFSO or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSO.

3.1.6 Respondents to bear their own costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be retained by CMHC

CMHC will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 Trade agreements

Respondents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFSO.

3.1.9 No guarantee of volume of work or exclusivity of contract

This RFSO process will not result in any commitment by CMHC to purchase any goods or services from any respondent, and CMHC is under no obligation to proceed with any Call-up Process for the procurement of the Deliverables. CMHC makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Agreement. Neither the Master Agreement, nor any agreement entered into pursuant to the Call-up Process, will be an exclusive contract for the provision of the Deliverables. CMHC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.10 Ongoing opportunity for qualification

At CMHC's discretion, a notice may be posted on the Government's electronic tendering system <https://buyandsell.gc.ca> to allow new suppliers to become qualified. Existing qualified respondents, who have been issued a Master Agreement, will not be required to submit a new response.

3.2 COMMUNICATION AFTER ISSUANCE OF RFSO

3.2.1 Respondents to review RFSO

Respondents should promptly examine all of the documents comprising this RFSO, and may direct questions or seek additional information in writing by email to the RFSO Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSO Contact. CMHC is under no obligation to provide additional information, and CMHC will not be responsible for any information provided by or obtained from any source other than the RFSO Contact. It is the responsibility of the respondent to seek clarification from the RFSO Contact on any matter it considers to be unclear. CMHC will not be responsible for any misunderstanding on the part of the respondent concerning this RFSO or its process.

3.2.2 All new information to respondents by way of addenda

This RFSO may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFSO, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSO and may contain important information, including significant changes to this RFSO. Respondents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-deadline addenda and extension of submission deadline

If CMHC determines that it is necessary to issue an addendum after the deadline for issuing Addenda, CMHC may extend the submission deadline for a reasonable period of time.

3.2.4 Verify, clarify and supplement

When evaluating responses, CMHC may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section H of the RFSO Specifications (Appendix C). CMHC may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 Notification to other respondents

Once the selected respondents and CMHC have entered into a Master Agreement, the other respondents will be notified of the outcome of the RFSO process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSO process. All requests must be in writing to the RFSO Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFSO process or its outcome.

Debriefings will be provided in writing.

3.3.3 Procurement protest procedure

If a respondent wishes to challenge the RFSO process, it should provide written notice to the RFSO Contact in accordance with CMHC's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 Conflict of Interest

CMHC may disqualify a respondent for any conduct, situation or circumstances determined by CMHC, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix A).

3.4.2 Disqualification for prohibited conduct

CMHC may disqualify a respondent or terminate any contract subsequently entered into if CMHC determines that the respondent has engaged in any conduct prohibited by this RFSO.

3.4.3 Prohibited respondent communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Respondent not to communicate with media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSO or selection of respondents pursuant to this RFSO without first obtaining the written permission of the RFSO Contact.

3.4.5 No lobbying

Respondents must not, in relation to this RFSO or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

3.4.6 Illegal or unethical conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 Past performance or past conduct

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 Confidential information of CMHC

All information provided by or obtained from CMHC in any form in connection with this RFSO either before or after the issuance of this RFSO

- (a) is the sole property of CMHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSO and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSO Contact; and
- (d) must be returned by the respondents to CMHC immediately upon the request of CMHC.

3.5.2 Confidential information of respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFSO process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSO, questions are to be submitted to the RFSO Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 No Contract A and no claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFSO will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

- (b) neither the respondent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No legal relationship or obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CMHC by this RFSO process.

3.6.3 Cancellation

CMHC may cancel or amend the RFSO process without liability at any time.

3.7 GOVERNING LAW AND INTERPRETATION

The Terms and Conditions of RFSO Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. Respondent information

Please fill out the following form, naming one person to be the contact for this RFSO response and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN) as per sub-section 1.6.1:	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. SUBMISSION OF RESPONSE(S)

The respondent acknowledges submitting a response for the following streams:

(Please fill out the following form: y = response n = no response)

Stream	Response
Category 1	
Category 2	

3. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The respondent acknowledges that this RFSO process will be governed by the terms and conditions of the RFSO and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between CMHC and the respondent unless and until CMHC and the respondent execute a written agreement for the Deliverables pursuant to the Call-up Process.

4. ABILITY TO PROVIDE DELIVERABLES

The respondent has carefully examined the RFSO documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSO.

5. ADDENDA

The respondent has read and accepted all addenda issued by CMHC prior to the deadline for issuing addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. NO PROHIBITED CONDUCT

The respondent declares that it has not engaged in any conduct prohibited by this RFSO.

7. CONFLICT OF INTEREST

For the purposes of this section, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSO process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSO process (including but not limited to the lobbying of decision makers involved in the RFSO process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSO process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, respondents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of CMHC within twelve (12) months prior to the submission deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

8. DISCLOSURE OF INFORMATION

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by CMHC to the advisers retained by CMHC to advise or assist with the RFSO process, including with respect to the evaluation of this response.

9. SECURITY CLEARANCE

The respondent agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFSO, at the request of CMHC will comply with security screening as as outlined in Section E. Security of the RFSO Specifications (Appendix C).

10. SO MASTER AGREEMENT

The respondent agrees that by submitting a response to this RFSO it has read and understood and will comply with the general terms and conditions set out in Appendix D, which will govern every Call-up issued under this SO Master Agreement.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – PRICING FORM

1. Instructions on how to complete pricing form

- (a) R.6: Respondents must provide fixed rates for each category 1 and/or 2. The fixed rate is the maximum unit rate to be paid to the selected SO Holder as established in a SO Master Agreement.
 - Category 1 rates: Respondents must provide the fixed hourly rate per resource within the applicable position/role.
 - Category 2 rates: Respondents must provide the fixed percentage (%) rate of the total annual salary per search within the applicable position/role.
- (b) R.7: Respondents are encouraged to provide alternative rate models such as, hourly rate models instead of percentage (%) fixed fees per resource hired or any volume discounts etc. to demonstrate added value to CMHC.
- (c) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (d) Rates quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all insurance costs, all administrative fees, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (e) Rates shall be applicable during the five (5) year term of the resulting SO Master Agreement.
- (f) Travel expenses, if applicable, are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Master Agreement of Appendix D. Any Candidate relocation expenses are subject to special pre-approvals and will be at the sole discretion of CMHC.

2. Evaluation of pricing R.6 and R.7

R.6 Pricing - Rates

Pricing is worth 35% points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Category 1 – Temporary Help Services

Lowest total overall average hourly rate per 5 years ÷ respondent's total overall average hourly rate per 5 years x 35% = respondent's pricing points

Category 2 – Employee Search Services

Lowest 5 year total fees ÷ respondent's 5 year total fees x 35% = respondent's pricing points

R.7 Pricing – Value Add

Respondents are encouraged to provide alternative rate models such as hourly rate models instead of percentage (%) fixed fees per resource hired or any volume discounts etc., to demonstrate added value to CMHC which is worth 5% of the total score in each category under rated criteria R.6

This rated criteria will be scored based on creativity and value-add to CMHC as per the scoring methodology set out in *Section 2.7 Scoring by the Evaluation Team*.

3. Pricing Forms R.6 and R.7

Note: Respondents must re-create the exact tables as per below forms for their response submission.

R.6 Pricing – Rates (35%)

Category 1 – Temporary Help Services:

Category		hourly CAD \$ rate / resource level																			
Category 1: Temporary Help Services		Year 1				Year 2				Year 3				Year 4				Year 5			
Position/Roles		Level I	Level II	Level III	Advanced	Level I	Level II	Level III	Advanced	Level I	Level II	Level III	Advanced	Level I	Level II	Level III	Advanced	Level I	Level II	Level III	Advanced
1. Financial Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. HR Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. IT Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Legal Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Marketing & Communications (excluding Sales) Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Office Support Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Operational Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Policy and Advisory Services		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Project Management Office and Innovation		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Others		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total average hourly rates per level per year		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total overall average hourly rates per 5 years		\$																			

Category 2 – Employee Search Services:

Category		percentage (%) rate per search				
Category 2: Employee Search Services		Year 1	Year 2	Year 3	Year 4	Year 5
Position/Roles	1. Financial Services	%	%	%	%	%
	2. HR Services	%	%	%	%	%
	3. IT Services	%	%	%	%	%
	4. Legal Services	%	%	%	%	%
	5. Marketing & Communications (excluding Sales) Services	%	%	%	%	%
	6. Office Support Services	%	%	%	%	%
	7. Operational Services	%	%	%	%	%
	8. Policy and Advisory Services	%	%	%	%	%
	9. Project Management Office and Innovation	%	%	%	%	%
	10. Others	%	%	%	%	%
Annual average percentage (%) rate		%	%	%	%	%
Evaluation example: 25 positions per year at an average salary range of 75,000 each x annual average percentage (%) rate = annual fees	\$75,000.00 x XX% x 25	\$	\$	\$	\$	\$
Total 5 year fees		\$				

Other optional related services (not evaluated)

Respondents may outline any other related services optional to CMHC. These services may include, for example, psychometric assessments etc.

Services description	cost per person/per unit (as applicable)	cost in \$ CAD excluding applicable taxes

R.7 Pricing – Value Add (5%)

Please describe any alternative rate models such as such as hourly rate models instead of percentage (%) fixed fees per resource hired or any volume discounts etc. within a one (1) single page limit. It is not required to follow a specific form.

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APPENDIX C – RFSO SPECIFICATIONS

A. BACKGROUND

CMHC is currently leveraging the Government of Canada Temporary Help (THS) Database as well as working with bilingual individual recruiting companies to fulfill CMHC's staffing demands. In an effort to become more efficient and agile, CMHC has a requirement for establishing a pool of pre-qualified recruiting agencies to support CMHC in its personnel recruiting activities on an as-and-when-required basis. Although CMHC has offices across Canada, most of CMHC's positions are location agnostic and do not require employees to come to a CMHC office on a regular basis. Our management culture is based on autonomy and accountability to deliver results.

It is a priority for CMHC to continue to employ a diversified and balanced workforce in order to deliver on our aspiration that by 2030 everyone in Canada will have a home that they can afford and that meets their needs.

B. THE DELIVERABLES

CMHC is seeking respondents to provide services in the following categories:

Category 1: Temporary Help Services

This category may include part-time or full-time employees who are and will remain on the respondent's payroll and CMHC will be invoiced based on a fixed hourly rate.

Category 2: Employee Search Services

This category may include recruiting search services by the respondent for contract or permanent positions and CMHC will be invoiced a fixed percentage (%) fee per search. The selected Candidate will be hired by CMHC on its own payroll.

Note: An applicant for a vacant position is hereinafter referred to as the "**Candidate**".

Range of Positions and Roles

Applicable to categories 1 and 2 above, CMHC's talent acquisition may include a wide range of positions, including but not limited to the roles in the following fields:

1. Financial Services
Accounting, auditing, procurement, insurance, mortgage insurance, real estate.
2. HR Services
Compensation, employment equity, generalist, labour relations, succession planning, talent acquisition, learning and development.
3. IT Services
Application, Database, Network, Systems (maintaining of systems), Business Operations (IT infrastructure), Security - Specialists, Analysts, Administrators, Architects, Project Managers.

4. Legal Services
Lawyers various levels, clerks.
5. Marketing and Communications (excluding Sales) Services
Communications, editors, marketing, social media monitor, writers non-technical, writers technical.
6. Office Support Services
Executive and administrative assistants, receptionists, clerks.
7. Operational Services
Building technicians, construction site coordinator, electricians, engineers, architects, designers.
8. Policy and Advisory Services
ATIP, Economics, Official Languages, Policy, Risk Management, Strategists.
9. Project Management Office and Innovation
Project Managers, Innovation Specialists and change management
10. Others
Volume recruitment for special projects.

Position Levels

The following levels reflect CMHC requirements

- | | |
|-----------|---------------------------------------|
| Level I | minimum of one (1) year experience |
| Level II | minimum of three (3) years experience |
| Level III | minimum of five (5) years experience |
| Advanced | minimum of ten (10) years experience |

Scope of Work

Deliverables to be provided under a Call-up pursuant to the SO Master Agreement may include any or all of the following:

1. Pre-vetting: screening, assessment, identification and shortlisting of Candidates;
 2. Interviews;
 3. Reference checks; and
 4. Other related services.
1. Pre-vetting: screening, assessment, identification and shortlisting of Candidates;
 - Collect Candidate's consent to share their CVs (personal information) with CMHC;
 - Identify Candidates through the search and target process, including by receiving applications and referrals from the advertising/awareness campaigns or indirect and direct recruitment and outreach;
 - Review proposed methodology to assess Candidates with CMHC;
 - Screen and conduct a preliminary assessment of these Candidates against the selection criteria developed for the position;
 - Determine the Candidates' level of interest, and make recommendations to CMHC for further follow-up;

- Provide CMHC with curriculum vitae (CVs) of all Candidates identified during the above activities;
- Provide CMHC with a diverse list of the top three (3) Candidates, following a maximum of two (2) weeks of any given mandate, providing a summary of individual's potential suitability for the position based on the selection criteria developed for the position and the SO Holder's assessment, along with, if applicable, salary expectations and Candidate's current salary package (annual salary, bonus, pension plan, etc.)

2. Interviews

- Prepare, in consultation with CMHC, competencies to be assessed during the Candidate's interview selection and all interview documentation including assessment reports and final reports. "Interview documentation" also includes any information provided to Candidates either in advance or at the time of the interview, and includes packages or binders for selection committee members with all information relevant to the interviews, whether or not it has been provided at other times during the process (e.g., materials could include: interview schedule, information regarding the organization and position, the CVs and any pre-assessments of Candidates being interviewed, the interview questions, the selection criteria and copies of published advertisements);
- Arrange, in consultation with CMHC, meetings of the selection committee, including developing agendas and all meeting materials, making travel arrangements and accommodation arrangements, in accordance with CMHC policies and established rates. "Meetings of the selection committee" include teleconferences as well as in-person meetings that may be required to support the selection process. No administrative fees will be charged; and
- Arrange, in consultation with CMHC, formal interviews of identified Candidates, including interview schedules, travel arrangements and accommodation arrangements, in accordance with CMHC policies and established rates. "Interviews" include interviews of Candidates with the selection committee (if required) and any other meetings required with Candidates, such as those needed to conduct psychometric assessments or provide subsequent debriefing to Candidates on the psychometric assessments conducted. No administrative fees will be charged.

3. Reference checks

For each shortlisted Candidate, CMHC will conduct its own reference checks based on the contact information provided under the pre-vetting (screening and assessment) phase outlined above. In the event the selected respondent is able to submit a Candidate with already existing security clearance, the security clearance number of said Candidate would need to be submitted to CMHC for vetting purposes.

4. Other related services

Provide (if required and approved in writing by CMHC) other related services that would add value to the search process, including but not limited to undertaking or arranging psychometric or other assessments on select Candidates and subsequent debriefings (for Manager and up positions).

Replacement Guarantee, Additional Placements and Non-Solicitation

Category 1: Temporary Help Services

Respondents shall outline their replacement procedures and clauses applicable to candidates hired under Category 1. Please refer to rated criteria R.4 for submission requirements. CMHC may negotiate these terms during the Master Agreement finalization.

Category 2: Employee Search Services

Please refer to *Appendix D – Master Agreement, Section 4.21*. The terms and conditions set out herein are applicable to Category 2 – Employee Search Services only. Please refer to the rated criteria R.4 under the Category 2 for submission requirements.

Account Management

The respondent shall provide the services of an Account Manager and, if applicable, a supporting team. The Account Manager is the individual responsible for direct communication with CMHC and will serve as the key point of contact throughout the recruiting process. The Account Manager should be able to communicate in both of Canada's official languages, English and French and have knowledge of recruitment methods, metrics and reporting standards.

Additional Deliverables may include:

- Provide the services (written and oral) in both official languages, as required, throughout the term of the SO Master Agreement. Level of bilingualism in both, French and English, at C-B-C or greater.
- Provide CMHC with a final report of the search process, outlining the recruitment strategy, copies of media advertisements, including the publication schedules, the number of individuals contacted, the number and names of all applicants and referrals, and other information relevant to the search process, including names of Candidates for which reference checks, psychometric and other assessments were conducted, a synopsis of reference checks, the name(s) of the finalist Candidate(s) that the selection committee agreed to recommend; and copies of all invoices, including those related to travel, accommodations etc.
- Ensure that confidentiality and privacy requirements are not breached in respect of Candidate's personal information.
- Copies of invoices provided to CMHC in respect to travel and accommodation of Candidates must not identify the Candidate by name. Rather, the names and/or other personal information (email or street address, etc.) should be blacked out and each Candidate identified by number. CMHC must be provided with copies of the invoices with the names of each of the numbered Candidates in order to verify the costs.

C. WORK LOCATION

CMHC positions may be located across Canada and meetings and interviews, in-person or virtually, will take place in a location(s) within Canada identified by CMHC.

D. TRAVEL

If travel is required in the execution of the Deliverables by the selected SO Holder, such travel will require written pre-approval by CMHC and will be reimbursed in accordance with CMHC's Travel Policy as outlined in Appendix D.

E. SECURITY

Employees of the respondent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work performed under the SO Master Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the SO Master Agreement on the basis of the results of the criminal records check/security clearance. Each of the respondent's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

Note: The above applies to the respondent and its employees. CMHC will conduct its own security clearances of the selected Candidate(s).

F. CMHC DATA

The respondent must ensure that all CMHC data (sensitive and/or protected and/or secret information, including personal information), except for regular business communication, will reside in Canada.

G. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Other Mandatory Submission Requirements

Each response must include the completed Pricing Form (Appendix B).

H. MANDATORY TECHNICAL REQUIREMENTS

The following will be assessed on a pass/fail basis:

Mandatory Technical Requirement (MTR)	MTR Description
MTR. 1	Data Residency. The selected SO Holder must comply with the following: CMHC data, while at rest or in transit must stay within the geographical boundaries of Canada and accessed from within Canada. Data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).
MTR. 2	Personal Information. The selected SO Holder shall be responsible for obtaining consent from all candidates to share their personal information with CMHC and warrants that it has all necessary safeguards in place to protect Candidate's personal information.
MTR. 3	Experience. Respondents must demonstrate that they have provided services under Category 1 and/or Category 2 for Canadian private sector companies or Canadian public sector organizations, for a minimum of eight (8) consecutive years from the issuance of the RFSO.
MTR. 4	Account Manager. Respondent's proposed Account Manager must have a minimum of ten (10) years' experience in staffing, recruiting, or assessing candidates and must be bilingual in both French and English at a level of C-B-C or greater.

MTR.5	Range of Positions and Roles. Respondents must have “Expert” level experience in at least 5 out of the 10 fields described in Appendix C – Section B. The Deliverables.
MTR.6	Network and reach. Respondent’s must be able to demonstrate their ability to service all of CMHC’s business centre areas by providing proof of multiple positions (more than 1 example) they have filled in the last five (5) years. Center areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.
MTR. 7	Responsiveness and Diversity. The selected SO Holder must provide CMHC with a <u>diverse pool</u> of pre-vetted candidates <u>within 10 business days</u> after issuance of a Call-up.
MTR. 8	Agency Diversity & Inclusion. Agencies must be able to demonstrate that i) they have a diverse workforce; and ii) assigned a diverse team to work on CMHC mandates, if issued a resulting SO Master Agreement and Call-up(s).

Respondents must provide a brief statement and/or the required examples per ***each*** MTR as to ***how*** the respondent is in compliance with the mandatory technical requirement(s) outlined above.

I. PRE-CONDITIONS OF AWARD

a. Information Security Assessment of respondent's IT Infrastructure

Respondents must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information (such as personal information from the proposed Candidate’s) and any CMHC data.

The respondent must complete and provide to CMHC with its response the questionnaire in Appendix F – Privacy/Security Controls Questionnaire.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected respondent has the measures required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into a SO Master Agreement with CMHC. If the selected respondent passes the assessment of the security measures, CMHC is then in a position to proceed with the SO award. If the selected respondent fails this assessment, it will not be awarded a SO Master Agreement until the respondent is able to comply.

b. References. The references provided under rated criteria R.3.4 must be deemed successful by CMHC. If the respondent fails such reference check it may be disqualified from further consideration.

J. RATED CRITERIA

The following tables sets out the categories, weightings and descriptions of the rated criteria of the RFSO

Rated Criteria Category 1 - Temporary Help Services		Weighting
R.1	Experience and qualifications of the organization	10 %
R.2	Response to Area of Expertise Self-Assessment (See Appendix E)	10 %
R.3	Approach and Methodology	15 %
R.4	Replacement Guarantee	5 %

R.5	Experience and qualifications of the proposed resources	20 %
R.6	Pricing – Rates (See Appendix B for details)	35 %
R.7	Pricing – Value Add (See Appendix B for details)	5 %
Total		100 %

Rated Criteria Category 2 – Employee Search Services		Weighting
R.1	Experience and qualifications of the organization	10 %
R.2	Response to Area of Expertise Self-Assessment (See Appendix E)	10 %
R.3	Approach and Methodology	15 %
R.4	Replacement Guarantee	5 %
R.5	Experience and qualifications of the proposed resources	20 %
R.6	Pricing – Rates (See Appendix B for details)	35 %
R.7	Pricing – Value Add (See Appendix B for details)	5 %
Total		100 %

Response requirements for rated criteria

Each respondent should provide the following in its response in the *same order* as listed below.

Note: Page limitations are per single-sided pages, minimum font size 11.

Category 1 – Temporary Help Services:

R. 1 Experience and qualifications of the organization (page limit: 4 single-sided)

- R.1.1 Provide a brief description of your organization (such as overview and history, number of employees, primary offices and other proposed service locations within Canada etc.).
- R.1.2 Provide an organizational diagram.
- R.1.3 Outline your experience with i) Government agencies (such as Crown Corporations and/or other organizations with a public mandate) and ii) private sector companies.
- R.1.4 Describe the extent of your information sources and network of contacts across Canada.
- R.1.5 Describe what makes your organization stand out from your competitors.
- R.1.6 Outline how CMHC's account would be handled by your organization to ensure that it receives cost-effective, prompt, personal, efficient and high quality service.

R.2 Response to "Area of Expertise Self-Assessment"

- R.2.1 Please complete the "Area of Expertise Self-Assessment" provided under Appendix E.
- R.2.2 Describe i) your area of expertise and ii) your ability to provide services in the fields described under Section D. Deliverables – Range of Positions above. (page limit: 2 single-sided)

R. 3 Approach and Methodology to providing Category 1 - Temporary Help Services (page limit: 7 single-sided)

- R.3.1 Please describe your organizations approach and methodology to filling temporary help service requests.

- R.3.2 Please describe your approach to conducting the screening and assessment (pre-vetting) of shortlisted Candidates.
- R.3.3 Detail your success ratio in filling temporary help service requests in addition to your average time to complete such requests.
- R.3.4 Please provide three (3) successfully completed temporary help service requests in the past twenty four (24) months from RFSO issuance date, include with each example:
 - a) the search period including start and end dates;
 - b) the name of the client company or organization;
 - c) the role and responsibilities of the client company or organization;
 - d) description of position and area of specialization;
 - e) the services provided by the respondent; and
 - f) reference contact name, e-mail address and telephone number of the client.
- R.3.5 Diversity and Inclusion
 - a. Please describe your approach to proposing a diverse pool of Candidates specifically to women, indigenous people, persons with disabilities and visible minorities.
 - b. Please describe your anti-racism policy.
 - c. Please describe how your recruitment process is free of any biases.

R. 4 Replacement Guarantee for THS candidates

- R.4.1 Please provide your sample clause for the following (as per Section 4.21 in the Master Agreement):
 - a. Replacement Guarantee;
 - b. Additional Placements; and
 - c. Non-Solicitation.

R.5 Experience and qualifications of the proposed resources (page limit: see below in each sub-criteria)

- R.5.1 Account Manager. Please provide proposed resource’s name and bio. In addition, a description of experiences and education acquired, their area of expertise, the number of years of experience and their level of bilingualism in both, French and English. (max. 2 single sided pages).
- R.5.2 Supporting Team. Please list the proposed resources in the applicable area of expertise and provide a brief bio and qualifications (1 single-sided page per resource).
- R.5.3 Please briefly describe the role and level of involvement of the proposed resources (Account Manager and/or supporting team) in the three (3) examples described under R.3.4 above. (max. 2 single sided pages)

Category 2 – Employee Search Services

R. 1 Experience and qualifications of the organization (page limit: 4 single-sided)

Please respond to the same requirements listed under Category 1 – R.1 (R1.1-R.1.6)

Respondents who submit a response to Category 1 and 2 will only have to respond to R.1 once. The same score will apply.

R.2 Response to "Area of Expertise Self-Assessment"

- R.2.1 Please complete the "Area of Expertise Self-Assessment" provided under Appendix E.
- R.2.2 Describe i) your area of expertise and ii) your ability to provide services in the fields described under Section D. Deliverables – Range of Positions above. (page limit: 2 single-sided)

R. 3 Approach and Methodology to providing Category 2 – Employee Search Services (page limit: 7 single-sided)

- R.3.1 Please describe your organizations approach and methodology to filling employee search service requests.
- R.3.2 Please describe your approach to conducting the screening and assessment (pre-vetting) of shortlisted Candidates.
- R.3.3 Detail your success ratio in filling employee search requests in addition to your average time to complete such requests.
- R.3.4 Please provide three (3) successfully completed employee search service requests in the past twenty four (24) months from RFSO issuance date, include with each example:
 - a) the search period including start and end dates;
 - b) the name of the client company or organization;
 - c) the role and responsibilities of the client company or organization;
 - d) description of position and area of specialization;
 - e) the services provided by the respondent; and
 - f) reference contact name, e-mail address and telephone number of the client.
- R.3.5 Diversity and Inclusion
 - a. Please describe your approach to proposing a diverse pool of Candidates specifically to women, indigenous people, persons with disabilities and visible minorities.
 - b. Please describe your anti-racism policy.
 - c. Please describe how your recruitment process is free of any biases.

R. 4 Replacement Guarantee for Employee Search Services candidates

- R.4.1 Please refer to *Appendix D – Master Agreement, Section 4.21*. Under this rated criteria R.4.1, respondents will obtain 5% if they are able comply with the terms and conditions **as is** set out in Section 4.21 of the Master Agreement. Please provide a statement of compliance.
- R.4.2 If respondents cannot comply with the clauses outlined in Section 4.21 of the Master Agreement, they must outline their alternative clauses for
 - a. Replacement Guarantee;
 - b. Additional Placements; and
 - c. Non-Solicitation.

In case the respondent cannot comply with Section 4.21 as-is, no points will be awarded under R.4.

R.5 Experience and qualifications of the proposed resources (page limit: see below in each sub-criteria)

- R.5.1 Account Manager. Please provide proposed resource's name and bio. In addition, a description of experiences and education acquired, their area of expertise, the number of

years of experience and their level of bilingualism in both, French and English. (max. 2 single sided pages).

R.5.2 Supporting Team. Please list the proposed resources in the applicable area of expertise and provide a brief bio and qualifications (1 single-sided page per resource).

R.5.3 Please briefly describe the role and level of involvement of the proposed resources (Account Manager and/or Supporting Team) in the three (3) examples described under R.3.4 above. (max. 2 single sided pages)

K. REFERENCES

CMHC may contact the references provided under R.3.4 above and as per Section 3.1.4 References and past performance (Part 3 – Terms and Conditions of the RFSO Process) and as per Section J. Pre-conditions of Award (Appendix C – RFSO Specifications).

APPENDIX D – MASTER AGREEMENT

In accordance with Section 1.3 Master Agreement of this RFSO, the following general terms and conditions will govern every Call-up issued under this Standing Offer (“SO”) Master Agreement.

Respondents must be able to comply with all terms and conditions set out herein.

Article 1.0 - The Services

- 1.1 The SO Holder covenants and agrees to provide personnel recruiting services on an ‘as and when needed’ basis for Category 1 Temporary Help Services and/or Category 2 Employee Search Services. CMHC will issue a written contract (“Call-up”) to the SO Holder when CMHC requires the SO Holder’s personnel recruiting services (“Services”). Each Call-up issued shall be subject to the terms and conditions of this SO Master Agreement. Upon the issuance of a Call-up, the SO Holder shall provide the Services as detailed in the Call-up and in accordance with the Services outlined in Schedule "A", to be covered under the SO Master Agreement.
- 1.2 The SO Holder acknowledges that the SO Master Agreement does not guarantee that CMHC will issue a Call-up to the SO Holder and that Call-ups will be issued at the sole discretion of CMHC based on the Call-up process described in Schedule "A", Call-ups from a SO Master Agreement.
- 1.3 Both parties will comply with all federal, provincial, and local laws, ordinances, rules and regulations applicable to its activities and obligations under this SO Master Agreement.

Article 2.0 - Term of the SO Master Agreement

- 2.1 The term of the SO Master Agreement shall be for a period of five (5) years commencing on December 1, 2020 and ending on November 30, 2025 (the “Term”).
- 2.2 Termination

No fault termination

Notwithstanding article 2.1 above, i. either party may terminate the SO Master Agreement for any reason with no penalty or charge by giving thirty (30) days written notice to the other party at any time during the Term; and ii) CMHC may terminate a Call-up issued under this SO Master Agreement for any reason with no penalty or charge by giving five (5) days written notice at any time during the term of the Call-up.

Termination for Default of SO Holder

CMHC may, by giving five (5) days prior written notice to the SO Holder, terminate this SO Master Agreement without penalty or charge for any of the following reasons:

1. The SO Holder commits a material breach of its duties under this SO Master Agreement and/or Call-up, unless the SO Holder cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;

2. The SO Holder commits numerous breaches of its duties under this SO Master Agreement and/or Call-up that collectively constitute a material breach;
3. There is a change in control of the SO Holder where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the SO Holder are acquired by any entity, or the SO Holder is merged with or into another entity to form a new entity, unless the SO Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this SO Master Agreement; or
4. The SO Holder becomes bankrupt or insolvent, or a receiving order is made against the SO Holder, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the SO Holder.

CMHC may terminate this SO Master Agreement and/or Call-up without notice if the SO Holder commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the SO Holder arising out of the SO Master Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Call-up. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the SO Holder, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the SO Holder.

SO Holder's Obligations upon Termination

Upon termination of this SO Master Agreement and/or a Call-up or upon delivery of notice of intent to terminate this SO Master Agreement and/or a Call-up, the SO Holder shall promptly review all work in progress and forward it to CMHC. The SO Holder shall provide CMHC with reasonable transitional assistance at the rates specified in the Call-up, or if no rates are specified at the contractor's standard rates.

Article 3.0 – Financial

- 3.1 In consideration of the performance of the services for a Call-up CMHC agrees to pay the SO Holder an amount based on the SO Holder's fees agreed upon in Schedule B.
- 3.2 **Travel Costs.** Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the SO Holder to perform the Services that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as Schedule C. The SO Holder is required to complete this Estimate Form (or provide the information contained in the Estimate Form, attached hereto as Schedule D in another format) and provide it to the designated CMHC Authority for pre-approval. CMHC may, at its sole discretion, not reimburse the SO Holder for the travel costs where the SO Holder has not completed the Estimate Form and obtained a pre-approval. The SO Holder must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

- 3.3** The amount payable to the SO Holder by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the SO Holder unless specifically agreed in writing by the SO Holder and CMHC.
- 3.4** Notwithstanding article 3.3 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the SO Holder and shown as a separate item on each invoice. Where the SO Holder is required to collect the GST/HST, the invoice issued by the SO Holder shall show the SO Holder's GST/HST number. Where the SO Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The SO Holder shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

Non-Canadian-Residence. Any payments made to the SO Holder by CMHC pursuant to article 3.1 in respect of services rendered in Canada by a SO Holder who does not reside in Canada, will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from amounts payable to the SO Holder, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

3.5 Invoicing

CMHC will issue a Purchase Order (PO) with every Call-up under this SO Master Agreement. The SO Holder cannot i) commence the Services prior to PO and Call-up receipt and ii) cannot invoice prior to performance of the Service. The SO Holder shall submit detailed invoices to CMHC upon CMHC hiring an applicant for a vacant position (hereinafter referred to as the "**Candidate**") and acceptance of offer by a Candidate, describing the Services provided during the period covered by the invoice. The SO Holder must allow 30 days from delivery of invoice for payment without interest charges.

All invoices must make reference to the PO number and this SO Master Agreement and shall be sent electronically to accountspayable@cmhc-schl.gc.ca

Before advancing any amount to the SO Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the Call-up and the terms and conditions of the SO Master Agreement. In the event that the Services do not meet the standards set out in the SO Master Agreement and/or a Call-up, CMHC may take such action as reasonably necessary to correct the SO Holder's default, including, without limitation, the following:

- a) directing the SO Holder to redo the work that was not completed in accordance with the SO Master Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of SO Holder against payment for payment due to the SO Holder;
- d) terminating the SO Master Agreement for default.

3.5.1 Method of Payment

All payments due under the SO Master Agreement will be made by means of Electronic Funds Transfer ("EFT"). The SO Holder is responsible for providing CMHC with all the information set out in section 3.5.2 to allow EFT to be effected and for keeping the

information up to date. In the event that CMHC is unable to make payment by EFT, the SO Holder agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to contractors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from contractors, including the SO Holder's social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The SO Holder is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the SO Holder is required to ensure that the information provided remains accurate and up to date. The SO Holder assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

The SO Holder shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The SO Holder agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time during normal business hours and upon reasonable notice to a maximum of twice per calendar year, any and all records relating to the services identified herein.

The SO Holder agrees to provide the CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the SO Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

Nothing in this SO Master Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2 Confidentiality and Non-Disclosure of CMHC Information

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the SO Holder.

The SO Holder understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the SO Master Agreement, unless

otherwise specifically agreed to in writing by CMHC. The SO Holder further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this SO Master Agreement.

In the event that a breach of confidentiality occurs, the SO Holder will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the SO Holder provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The SO Holder further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the SO Holder in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the SO Holder immediately following the termination of this SO Master Agreement. For documents not returned to CMHC, the SO Holder shall provide specific proof under oath of their destruction.

The SO Holder shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means. Without limiting the generality of the foregoing, the SO Holder shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the SO Holder or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the SO Holder shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The SO Holder also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3 Personal Information

The SO Holder shall be responsible for obtaining consent from all Candidates to share their personal information with CMHC and warrants that it has all necessary safeguards in place to protect Candidate's personal information.

4.4 SO Holder's Indemnification

Except to the extent permitted by law, the SO Holder agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the SO Holder related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the SO Holder. The SO Holder shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the SO Holder.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.5 Independent SO Holder

It is understood by the Parties that the SO Holder shall act as an independent contractor for the purposes of the SO Master Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The SO Holder agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the SO Holder shall retain complete control of and accountability for its employees, agents and contractors. The SO Holder shall prepare and process the payroll for its employees directly and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the SO Holder at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the SO Holder.

4.6 SO Holder's Authority

The SO Holder agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.7 Corporation Identification

It is agreed that the SO Holder will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

4.8 Conflict of Interest

The SO Holder and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The SO Holder shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The SO Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the SO Holder's duties to that

third party and the SO Holder's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the SO Master Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the SO Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SO Holder's obligations under the SO Master Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SO Holder.

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any SO Master Agreement.

4.9 Insurance

A) Commercial General Liability Insurance

The SO Holder will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than two million Canadian Dollars (CAD\$2,000,000.00) per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal Injury
- broad form property damage including completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the SO Master Agreement).

B) Other conditions

1. If there are material changes in the scope of Services provided under this SO Master Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by SO Holder pursuant to this insurance clause shall be primary with respect to this SO Master Agreement and any valid and collectible insurance of CMHC shall be excess of SO Holder's insurance and shall not contribute to it.
2. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition SO Holder shall provide written notice to CMHC forthwith upon learning that an insurer described in

this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this SO Master Agreement and for each renewal thereafter.

3. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this SO Master Agreement or any other contract, the SO Holder agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this SO Master Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor.
4. It shall be the sole responsibility of the SO Holder to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract.

4.10 No Limitation

No specific remedy expressed in the SO Master Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any SO Master Agreement or otherwise in law.

4.11 Non-Compliance

If the SO Holder fails to comply with a direction or decision of CMHC properly given under the terms of the SO Master Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the SO Holder for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.12 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the SO Master Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the SO Holder will not be able to fulfill its obligations under the SO Master Agreement, CMHC may secure the services of other qualified SO Holders to perform the Services without further compensation or obligation to the SO Holder.

4.13 Non-Waiver

Failure by either party to assert any of its rights under the SO Master Agreement shall not be construed as a waiver thereof.

4.14 Laws Governing SO Master Agreement

This SO Master Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The SO Holder shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. Both parties shall comply with all the laws applicable to the services or the performance of the SO Master Agreement.

4.15 Official Languages

The SO Holder acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The SO Holder agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the SO Holder must actively offer bilingual services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The SO Holder must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

4.16 Access to CMHC Property and Security Clearance

The SO Master Agreement does not provide automatic access to CMHC premises. Where specified in the SO Master Agreement and/or a Call-up CMHC agrees to permit access by the SO Holder's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this SO Master Agreement. However, CMHC reserves the right to refuse entry of SO Holder's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC safety and/or security regulations or interferes with CMHC operations at the site.

Employees of the SO Holder and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work performed under the SO Master Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the SO Master Agreement on the basis of the results of the criminal records check/security clearance. Each of the respondent's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC. For the sake of clarity, this process is applicable to the SO Holder and its employees. CMHC will conduct its own security clearances of the selected Candidate(s).

If employees of the SO Holder are not security cleared, they will require an escort by a CMHC employee when onsite CMHC premises and will not be granted access to CMHC information and systems or any confidential information.

4.17 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the SO Holder. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the SO Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.18 Extras

Except as otherwise provided in the SO Master Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

4.19 Assignment of the SO Master Agreement

The SO Master Agreement shall not be assigned in whole or in part by the SO Holder without the prior written consent of CMHC, which may be withheld for any reason, except that the SO Holder shall be permitted without CMHC's consent, to transfer any outstanding receivables under this SO Master Agreement to any affiliate of the SO Holder or any reputable Canadian financial institution.

It is understood and agreed that the SO Holder may engage other entities to assist with the SO Holder in providing of the Services, provided that the SO Holder shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the SO Master Agreement shall relieve the SO Holder from any obligation under the SO Master Agreement or impose any liability upon CMHC.

4.20 Key Persons and Assigns

If specific individuals are identified in the SO Master Agreement and/or a Call-up to perform the Services or any part thereof, the SO Holder shall provide the Services of those individuals unless the SO Holder is unable to do so for reasons beyond its reasonable control.

If the SO Holder is unable to provide the Services of any specific individual identified in the SO Master Agreement and/or a Call-up, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval.

The SO Holder shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the SO Master Agreement and/or a Call-up to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the SO Holder shall immediately comply with the order and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the SO Holder from its responsibility to meet the requirements of the SO Master Agreement.

Category 1 – Temporary Help Services

Section 4.21 to be determined based on the response submitted under R.4

Category 2 – Employee Search Services

Clauses under Section 4.21 apply

4.21 Replacement Guarantee, Additional Placements and Non-Solicitation

A. Replacement Guarantee

In the event CMHC hires a Candidate proposed by the SO Holder and said Candidate is discharged within twelve (12) months from the date of hire due to performance reasons, the SO Holder shall conduct a one-time replacement search at no cost to CMHC.

The SO Holder shall also conduct a one-time replacement search at no cost to CMHC, in the event CMHC hires a Candidate proposed by the SO Holder and said Candidate resigns within nine (9) months from the date of hire, except where such resignation is due to reasons outside the Candidate's control such as a relocation of the Candidate's employment to another city or a restructuring of CMHC.

In the event that the SO Holder is unable to find a suitable replacement Candidate within six (6) weeks of notification by CMHC, the SO Holder shall provide a credit proportion of the fee(s) identified in a Call-up as follows:

- a. 80% of the fee(s) where the termination occurs within the first thirty (30) days from the Candidate's work commencement; or
- b. 50% of the fee(s) where the termination occurs within no less than thirty (30) days and not more than sixty (60) days from the Candidate's work commencement; or
- c. 25% of the fee(s) where the termination occurs within no less than sixty (60) days and not more than ninety (90) days from commencement.

B. Additional Placements

If additional Candidates are hired by CMHC as a result of a single search within one (1) year of the completion of the placement, the SO Holder will invoice CMHC 10% of the respective agreed starting salary for each additional Candidate hired within said one-year period, plus applicable taxes. No administration and overhead fees shall be charged to CMHC.

C. Non-Solicitation.

The SO Holder shall not, directly or indirectly; (i) solicit, approach or encourage any person, including the hired Candidate, to leave the employment or other service of CMHC; or (ii) hire any other person or entity, any person currently employed at CMHC. Notwithstanding anything to the contrary in this SO Master Agreement, SO Holder will not be in violation of the foregoing provision by performing general solicitations for employment not directed to CMHC's employees.

4.22 Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the SO Holder may be suspended or modified. Where the SO Holder provides satisfactory evidence to CMHC that the SO Holder will continue to incur monetary obligations to others directly as a result of its undertakings under this SO Master Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.23 Severability

If any part of the SO Master Agreement is determined to be unenforceable by a competent authority, it may be severed from the SO Master Agreement so as to preserve the intentions of the Parties to the extent possible.

4.24 Scope of SO Master Agreement

This SO Master Agreement contains all of the SO Master Agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the SO Holder's documents and CMHC's documents, the latter shall govern.

4.25 Binding

This SO Master Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

No amendment, supplement, restatement or termination of any provision of this SO Master Agreement is binding unless it is in writing and signed by both Parties to this SO Master Agreement at the time of the amendment, supplement, restatement or termination.

Article 5.0 - SO Master Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the SO Master Agreement. The individuals named in section 5.2 are the initial SO Master Agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the SO Holder in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this SO Master Agreement.

5.2 Notices

All notices issued under the SO Master Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name: identified at SO award

Title:

Address:

Address:

Phone: tbd

Email: @cmhc-schl.gc.ca

To the SO Holder at the following address:

LEGAL NAME of SO HOLDER

Address

Address

Address

Phone:

E-mail:

Article 6.0 - Documents comprising the SO Master Agreement

6.1 The documents which comprise the entire SO Master Agreement between the Parties with respect to this matter consist of the following:

- a. This form of SO Master Agreement as executed PA #____;
- b. CMHC's Call-up as executed and applicable PO #____; and
- c. SO Holder's response to RFSO-000166.

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The documents comprising the SO Master Agreement are complementary and what is called for in any one shall be binding as if called for by all. The SO Master Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the SO Master Agreement documents shall have precedence among themselves in the order as listed above.

[Signatures on the following page]

IN WITNESS WHEREOF this SO Master Agreement has been executed by duly authorized officers of the Parties as follows:

SO HOLDER

CANADA MORTGAGE AND HOUSING CORPORATION

Name:

identified at SO award

Title:

Title:

Date: _____

Date: _____

SCHEDULE A – SERVICES

- To be completed based on the qualified categories and to be agreed to with the selected SO Holder.

CALL-UP PROCESS

Call-up(s) may be issued by CMHC on an as-and-when required basis as per the following:

1. Direct Call-up(s)

CMHC may issue a direct Call-up to any SO Holder up to CAD\$100,000.00 total contract value (service fees including all applicable taxes and travel expenses). The SO Holder must not perform any work or services in response to Call-ups which would cause the total cost to CMHC to exceed the said sum, unless an increase is pre-authorized by CMHC.

2. Rotational basis

For any contract values above CAD\$100,001.00 (service fees including all applicable taxes and travel expenses) CMHC may issue Call-Ups on a rotational basis based on i) the SO Holder's expertise and experience; ii) urgency and/or availability to deliver on-time; iii) cost; iv) security requirements and so on.

SCHEDULE B – RATES

- To be completed based on the qualified categories and to be agreed to with the selected SO Holder.

SCHEDULE C – CMHC TRAVEL POLICY

Note: Listed amounts are an example and are adjusted quarterly based on the Government of Canada Treasury Board Travel Policy.

- Air** – most economical airfare available must be selected at the time of reservation. Business class permitted for international travel 9 hours or more continuous flying time.
- Car and Hotel** – Some suppliers have agreed to extend their government rates to contractors, consultants or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. CMHC will provide contractors, consultants or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.
- Meal and Incidental Allowance** - A traveller shall be paid the applicable meal allowance, as described below, for each breakfast, lunch and dinner while on travel status. A meal allowance shall not be paid to a traveller with respect to a meal that has been provided or is claimed as a hospitality expense. A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per information posted below. Incidentals may be claimed by a traveller only when there is at least one overnight stay involved in travel.

Meal Allowance for Canada and USA (effective October 1st, 2019)					
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Meals	Totals –
\$50.00	\$20.35	\$20.50	\$50.55	\$91.50	

- Privately-owned vehicle and applicable Kilometre Rates** - The traveller shall be reimbursed the lesser of the CMHC's rates or the cost (net of taxes) of the mileage to the contractor. The CMHC's kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective October 1, 2019, 57.0¢/km for vehicles registered in Ontario and 54.0¢/km for vehicles registered in Quebec, as at October 1st, 2019 (rates include tax). The traveller shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on business travel.

Traveller may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on Corporation business:

Any person (employee, contract employee, consultant) using a private vehicle on Corporation business, must ensure that the vehicle is protected by a minimum \$1,000,000 Public Liability and Property Damage Insurance. When use of a private vehicle is required for an individual to perform his or her job functions, CMHC will pay the additional premium cost, if any, for Supplementary Business Insurance coverage, if required by the individual's insurer.

SCHEDULE D – TRAVEL ESTIMATE FORM

TRAVEL ESTIMATES FORM FOR SO HOLDERS

SO HOLDER INFORMATION		
Company Name		Number of travellers
CMHC Contracting Authority	Division	RC
TRAVEL INFORMATION		
Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		
TOTAL ESTIMATED COST BEFORE TAXES		
		\$ CAD
Transportation Type (Air, Rail or Car)		
Accommodation		
Meals		
Miscellaneous (Detail required)		
Total		

Approved by: (CMHC financial authority signature)

APPENDIX E – AREA OF EXPERTISE SELF-ASSESSMENT

Respondents, who are responding to Category 1 and Category 2 and have different areas of expertise per category, may submit one (1) self-assessment per category.

Category 1: Temporary Help Services

Range of Positions / Subject Matter Area for Category 1	Indicate Ability to Provide Services in Subject Matter Area 1. <i>None</i> 2. <i>Minimal</i> 3. <i>Advanced</i> 4. <i>Expert</i>	Indicate the time the role is briefed to submitting screened CVs in # of days	Indicate your CV submission to interview ratio in %	Indicate your interview to offer ratio (# of Candidates for second interview)
Financial Services				
HR Services				
IT Services				
Legal Services				
Marketing & Communications Services				
Office Support Services				
Operational Services				
Policy and Advisory Services				
Project Management Office and Innovation				
Others (volume recruitment)				

Note: The above self-assessment will be used by CMHC to measure selected SO Holder's performance under any Call-up issued under the SO Master Agreement.

Category 2: Employee Search Services

Range of Positions / Subject Matter Area for Category 2	Indicate Ability to Provide Services in Subject Matter Area 1. <i>None</i> 2. <i>Minimal</i> 3. <i>Advanced</i> 4. <i>Expert</i>	Indicate the time the role is briefed to submitting screened CVs in # of days	Indicate your CV submission to interview ratio in %	Indicate your interview to offer ratio (# of Candidates for second interview)
Financial Services				
HR Services				
IT Services				
Legal Services				
Marketing & Communications Services				
Office Support Services				
Operational Services				
Policy and Advisory Services				
Project Management Office and Innovation				
Others (volume recruitment)				

Note: The above self-assessment will be used by CMHC to measure selected SO Holder's performance under any Call-up issued under the SO Master Agreement.

APPENDIX F – PRIVACY/SECURITY CONTROLS QUESTIONNAIRE

Please complete this questionnaire and refer to Appendix C, Section I. Pre-Conditions of Award, point a. Information Security Assessment of respondent's IT Infrastructure.

PRIVACY/SECURITY CONTROLS	RESPONSE/CONFIRMATION OF EXISTING CONTROLS
<p>1. Privacy Governance - Responsibility and Accountability for Policies and Procedures</p> <p>Responsibility and accountability are assigned to a person or group for developing, documenting, implementing, enforcing, monitoring, and updating the organization's privacy policies and procedures.</p>	
<p>2. Privacy Incident and Breach Management</p> <ul style="list-style-type: none"> ▪ A documented privacy incident and breach management program has been implemented that includes, but is not limited to, the following: Procedures for the identification, management, and resolution of privacy incidents and breaches; ▪ Defined responsibilities; ▪ A process to identify incident severity and determine required actions and escalation procedures; ▪ A process for complying with breach laws and regulations, including stakeholders and breach notification, if required; ▪ An accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate; ▪ A process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on: incident patterns and root cause; and changes in the internal control environment or external requirements (regulation or legislation); ▪ Periodic testing or walkthrough process (at least on an annual basis) and associated program remediation as needed. 	
<p>3. Compliance, Monitoring and Enforcement</p> <p>Compliance with privacy policies and procedures, commitments, service-level agreements, and other contracts will be reviewed and documented, and the results of such reviews reported to management. If problems are identified, remediation plans are developed and implemented.</p>	

<p>4. Privacy Training</p> <p>A privacy education and communication program is in place and supported by a monitoring system that confirms all employees and/or contractors are trained.</p>	
<p>5. Third Party Protection of Personal Information</p> <p>The organization has procedures in place to evaluate that the third parties have controls to meet the terms of the CMHC agreement, instructions, or requirements.</p>	
<p>6. Privacy by Design (PbD)</p> <p>Privacy by Design is proactively embedded in the proposed program/activity throughout the entire life cycle end to end. Therefore it is ensured that privacy is built into the design, operation, and management from the start. The organization can also articulate and demonstrate the “positive sum” (e.g. no trade offs; win/win) characteristics of program/activity.</p>	
<p>7. Retention and Storage of Personal Information</p> <p>Please describe your policies and procedures.</p>	
<p>8. Disposal, Destruction and Redaction of Personal Information</p> <p>Personal information no longer needed is de-identified, anonymized, disposed of, or destroyed in a manner that prevents loss, theft, misuse, or unauthorized access.</p>	
<p>9. Security in Privacy Policies</p> <p>The organization’s privacy policies (including any relevant security policies), address the security of Personal Information.</p>	
<p>10. Safeguarding of Personal Information</p> <p>Personal information is protected, from start to finish, using administrative, technical and physical safeguards to prevent loss, misuse, unauthorized access, Disclosure, alteration, and destruction. Please explain how you meet security controls based on a security framework, such as or equivalent to:</p> <ul style="list-style-type: none"> ▪ ISO27001:2013 ▪ ITSG-33 ▪ SOC 1 Report ▪ SOC 2 Report ▪ CSEA 3416 ▪ SSAE 18 	

<p>Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.</p>	
<p>11. Logical Access to Personal Information</p> <p>Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ul style="list-style-type: none"> a) Authorizing and registering internal personnel and individuals; b) Identifying and authenticating internal personnel and individuals; c) Making changes and updating access profiles; d) Granting privileges and permissions for access to IT infrastructure components and Personal Information; e) Preventing individuals from accessing anything other than their own personal or sensitive information; f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities; g) Distributing output only to authorized internal personnel; h) Restricting logical access to offline storage, backup data, systems, and media; i) Restricting access to system configurations, super user functionality, master passwords, powerful utilities, and security devices (for example, firewalls); and j) Preventing the introduction of viruses, malicious code, and unauthorized software. 	
<p>12. Physical Access Controls</p> <p>Physical access is restricted to Personal Information in any form (including the components of the entity's system(s) that contain or protect Personal Information). Controls are in place to ensure the confidentiality, availability and integrity of the Personal Information.</p>	
<p>13. Environmental Safeguards</p> <p>Personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p>	

<p>14. Transmitted Personal Information</p> <p>Personal information collected and transmitted over the internet, over public and other non-secure networks, in the cloud and over wireless networks is protected.</p>	
<p>15. Storage of Personal Information/Technical Safeguards</p> <p>Personal information is stored securely. For example:</p> <ul style="list-style-type: none"> ▪ Biometrics; ▪ Passwords; ▪ Passwords changed every 90 days; ▪ Password protected screensavers; ▪ Session time out security; ▪ Firewalls; ▪ Intrusion detection systems; ▪ Virtual private networks (VPN); ▪ GoC(Government of Canada) Public Key Infrastructure Certificates; ▪ External Certificate Authority (CA); and ▪ Audit trails. 	
<p>16. Testing Security Safeguards</p> <p>Tests of the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) or similar security assessment.</p>	
<p>17.1 Openness</p> <p>Information about an organization's privacy policies and procedures, including the name of the Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them.</p>	
<p>17.2 Openness</p> <p>Privacy policies are documented in writing, made publicly available, and are current and up-to-date, which demonstrate commitments to protect privacy, in user-friendly terms.</p>	